

Date of receipt:

# Application for Access to the Barred List

Please supply the following:

Description		Cost
TPOne Service (the "Service") for Barred list access only	Annual subscription from date of installation instructions (these will be e-mailed).	£50
	VAT@ 20% - £10	£10
	<b>TOTAL PRICE</b>	<b>£60</b>

Please make cheques payable to Capita Business Services Limited. A VAT invoice will be forwarded on receipt of this order. This form may be used as a PROFORMA invoice. Our VAT Registration Number is GB 618 1841 40  
 Name of purchasing establishment and the full postal address where the "Service" is to be used and to which the user licence will apply (BLOCK CAPITALS PLEASE)

Name of establishment (The 'Client')

Address (The 'Location')

Telephone number (inc. STD code and extn.)

Fax number

Postcode

Purchase order reference (Insert your reference which will be quoted on our invoice)

Email address of the user

I agree on behalf of the above named Client to the terms and conditions above and as set out in the Licence Agreement overleaf. I also agree to make payment of £50 + VAT for this service and understand that a separate invoice will be issued.

Name Position

Date

D D M M Y Y Y Y

Upon completion, please send this form to:  
 Management Accounts, Capita Business Services Ltd, Unit 11b Lingfield Point, Darlington DL1 1AX  
 Allow 28 days for delivery  
 VAT Registration Number GB 618 1841 40

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Please read the accompanying notes before completing this form.

## Licence Agreement.

### 1. Licence to use Service

CAPITA hereby grants to Client a non-exclusive, non-transferable licence to use the Service on PC(s) owned or under the control of Client (the "Equipment"). Client shall only be permitted to use the Service at Location on Equipment, Client shall not permit any third party to use the Service either on behalf of Client or for the benefit of any third party and undertakes not to make the Service available in any way to any party unless authorised by CAPITA. Client may in certain circumstances be re-located to another location. CAPITA shall permit Client to permanently change Location accordingly, by written notice to CAPITA. Client acknowledges that it is licensed to use the Service only in accordance with the express terms of this Agreement and not further or otherwise.

### 2. Timetable

CAPITA will use all reasonable endeavours to meet any dates it has given to Client but time shall not be of the essence. In the event of dates slipping, CAPITA will inform the Client thereof as soon as reasonably practicable.

### 3. Client Responsibilities

It is Client's responsibility to ensure that Equipment is suitable for the Service and for ensuring that Equipment and any relevant cabling and connections are fully operational and in working order and that memory and internet access bandwidth are sufficient to allow successful operation of the Service. It is the Client's responsibility to ensure that data entered using the Service is valid and that errors in data entry are minimised.

### 4. Pricing and Payment

- (a) The initial cost of the annual subscription necessary for use of the Service shall be that confirmed as the "Total Price" shown overleaf.
- (b) Payment of the Total Price is required by CAPITAES at the time of ordering.
- (c) CAPITA reserve the right to increase the cost of the annual subscription subject to giving Client at least 30 days written notice to have effect from the due date of the next annual subscription.

### 5. Continued Use

Only upon payment of each annual subscription due will Client continue to be entitled to use the Service and receive technical support by telephone. CAPITA will not provide support relating to the specific pensions issues content of the Service. If an annual payment due is not paid all rights to use the Service terminate forthwith and access to the Service will be revoked.

### 6. Risk and Title

Risk in the Service shall pass to Client on delivery to Location. Title to the Service remains with CAPITA and/or its licensors at all times.

### 7. Proprietary Rights

The copyright and all other intellectual property rights of whatever nature (existing now or in the future) in the Service shall remain the property of CAPITA and/or its licensors.

### 8. Intellectual Property Rights Indemnity

CAPITA warrants that CAPITA and/or its licensors are the owners of the copyright and other intellectual property rights in the Service and that CAPITA is duly authorised to enter into this Agreement. CAPITA shall, at all times use reasonable endeavours to provide Client with fully operational and functionally Service. CAPITA will not accept any responsibility or liability whatsoever for any commitments or decisions made by Client as a result of Client using Service.

### 9. Security and Control

Client shall during the continuance of the Agreement take all reasonable measures to safeguard the Service from access or use by any unauthorised person.

### 10. Termination of Agreement

Client may terminate this Agreement at any time by giving at least 30 days prior notice to CAPITA. CAPITA may terminate this Agreement forthwith on giving notice to Client in writing if: i) Client commits any breach of any term of this Agreement and (in the case of a breach capable of being remedied) fails, within 30 days after receipt of a request in writing from CAPITA to do so, to remedy the breach or ii) Client shall do or allow to be done any act or thing which may reasonably be considered by CAPITA to jeopardise any right of CAPITA or iii) Client fails to fulfil their responsibilities within the Agreement as defined in Clause 3.

(continued overleaf)

## Licence Agreement.

*This Agreement shall terminate automatically as set out in Clause 5 and otherwise forthwith upon Client ceasing to exist as an entity in its own right for whatever reason including but not limited to being subsumed within another, or split into more than one, establishment, or Client becoming insolvent or bankrupt as an entity if legislation existing at the time of such event permits such an event to happen to the Client. Forthwith upon the termination of this Agreement Client will be denied access to the service.*

*Any termination of the Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Termination shall not entitle Client to any return of monies paid or remaining due to CAPITA.*

### 11. Liability

- a) Except in respect of personal injury or death caused by the negligence of CAPITA, its servants, agents or sub-contractors (for which by law no limit applies) the liability of CAPITA hereunder shall be limited to providing access to the Service as provided herein and to providing the Intellectual Property Rights Indemnity.*
- b) Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the Service provided hereunder or any part thereof shall be assumed by CAPITA and except as expressly provided in this Agreement all such warranties, conditions, undertaking and terms are hereby excluded.*
- c) Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for any incidental, special, indirect or consequential loss of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss or spoiling of data, however caused, whether occurring in contract, tort, negligence or otherwise, save that Client shall be responsible for its submitting accurate data.*

### 12. General

- a) Neither party shall be liable for any delay or breach in performing its obligations hereunder, nor any loss or damage arising therefrom, if such delay or breach is caused by circumstances beyond its reasonable control.*
- b) Failure by either party to enforce at any time any provision of this Agreement shall not affect its rights to later require complete performance by the other party nor shall any waiver of a breach of a provision be taken or held to affect its rights in the event of any subsequent or additional breach of the same or any other provision.*
- c) This Agreement constitutes the entire agreement between CAPITA and Client as to the subject matter hereof and supersedes all prior communications, representations and agreements relating hereto and Client hereby acknowledges that no reliance is placed on any communication, representation or agreement written or oral made but not embodied in this Agreement.*
- d) Client shall neither assign this Agreement nor part with any rights or obligations hereunder in any way whatsoever whether in whole or in part without the prior written agreement of CAPITA. CAPITA shall be entitled to subcontract or sublet any part of this Agreement but such shall not affect Client's rights hereunder.*
- e) All formal notices shall be given by prepaid first class post, or facsimile confirmed by prepaid letter, to the addressee at the address given overleaf or such other address as the addressee shall have for the time being notified to the party giving the notice and such notice shall be deemed to have been delivered either upon delivery, if by hand, or, if by letter, at the expiration of forty eight (48) hours after posting, or if by facsimile, upon receipt.*
- f) If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such term, part or provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remainder of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.*
- g) This Agreement may only be amended by written agreement referenced hereto and signed by the duly authorised representatives of both parties.*
- h) CAPITA reserve the right to withdraw from providing the Service, should it not prove to be economically viable by reason of lack of sufficient sales. CAPITA reserve the right to themselves determine what constitutes sufficient sales.*
- i) The construction, validity and performance of this Agreement shall be governed by English Law, and the parties hereto hereby submit to the non-exclusive jurisdiction of the English courts.*

## Licence Agreement.

### Privacy Notice

*Access to TP Online is granted to you through the allocation of a Licence Agreement (digital certificate). In order to provide the Licence Agreement, CAPITA requires the information within this application form to be provided. CAPITA processes your personal data on behalf of the Department for Education in compliance with the Data Protection Act (DPA) and the General Protection Regulation (GDPR). For further details on how we use and protect your personal data please refer to the TP online webpage.*